

Buyer's Attorney _____

PURCHASE OFFER

I/We, _____, (the "Buyer") residing at _____,
_____,
Fed. ID # / Soc. Sec. # _____, Tel. # (585) _____, hereby offer to
purchase from Monroe County (the "County") certain property located at 200 State Street in the
Village of Brockport, County of Monroe, State of New York (the "Property"), having Monroe County
Tax Map No. 069.13-5-12 under the following terms and conditions:

1. **PRICE** - The purchase price shall be _____ Dollars
(\$ _____), (the "Purchase Price"), and shall be paid by certified check or bank
draft made payable to the Monroe County Director of Finance as follows:

- A. A Five Thousand dollar (\$5,000.00) deposit (the "Deposit") upon delivery of
this Purchase Offer, and
- B. The balance of the Bid Price, together with recording and filing fees as set
forth in the General Instructions will be required to be paid by cash, certified
check, or bank draft.

2. **THE PROPERTY IS SOLD SUBJECT TO:**

- A. Any state of facts an accurate survey may show and subject to any facts an
inspection of the premises would reveal.
- B. Building or tract restrictions or regulations.
- C. Violations of record, if any, now or hereafter against the premises, and any
fines, charges, or assessment arising therefrom.
- D. Easements, covenants, agreements, reservations and restrictions of record,
if any, insofar as the same may be in force and effect.
- E. Rights of tenants and/or occupants in possession if any.
- F. Security Agreements, conditional bills of sale and chattel mortgages, if any.
- G. The right of the United State of America to redeem by reason of any Federal
lien filed by or acquired prior to the date of sale.
- H. The amount of any unpaid water, sewer, Pure Water, electric, natural gas or
other utility charge heretofore or hereafter levied, assessed or accrued
against or with respect to such parcel.
- I. The lien or liens of unpaid Town of Sweden taxes, assessments, water and
sewer rents, if any.
- J. The lien or liens of the 2009 Town and County Tax and the liens of all real
property taxes and assessments accruing thereafter.

3. **TRANSFER TAX** - Any and all documentary stamps and/or transfer taxes required by law to be affixed to the deed conveying the real estate herein sold must be paid by the Buyer.
4. **CLOSING** - Closing shall take place at the Monroe County Clerk's Office on or before February 27, 2009. Time is of the essence for closing.
5. **RESTRICTIONS:**
 - A. **The owner of the Property at the time of the tax foreclosure auction by the County shall not be eligible to purchase the Property under this Agreement.**
 - B. **Any person who entered into a contract to purchase the Property at the time of the tax foreclosure auction by the County shall not be eligible to purchase the Property under this Agreement.**
6. The Referee is not required to send any notice to the Purchaser. If the Purchaser neglects to tender performance at the time and place as specified to receive his deed, Purchaser shall, at the County's election, either a) forfeit the Deposit, and be liable for damages as indicated in these Terms of Sale, and the sale shall be canceled, in which event the Referee may again place the subject parcel for sale at a further public auction to be held hereunder, or b) the Purchaser will be charged with interest thereafter on the several tax liens or taxes contained in the Bid Price at the rate of 1-1/2% per month due on each of them unless the Referee shall deem it proper to extend the time for the completion of the purchase.
7. In addition to the encumbrances previously described, the property will be sold subject to all easements and restrictions of record; all building, zoning and planning restrictions and codes affecting the properties; and all provisions of the Notice of Sale. It is understood that it is the responsibility of bidders to have checked the property for location, size, physical characteristics and condition. The property sold is sold in an "as is" condition and subject to rights of tenants or other persons in possession, if any. It is understood that the property may be landlocked, unimproved, and/or not in compliance with building and zoning codes or State or local laws or regulations.
8. The property is sold subject to the right of redemption of the United States of America. For any property subject to a Federal tax lien, the United States of America has the right to redeem the property. In order to redeem, the United States would have to reimburse the successful bidder for the amount of the Bid Price paid at the auction, and the property would be conveyed to the United States.
9. Acknowledgment of the terms and conditions of the Notice of Sale is herein made and is hereby incorporated by reference.
10. It is understood that Purchaser will receive a Referee's deed which conveys only such title as can be conveyed by the Referee as a result of the In Rem Foreclosure Sale. The County is not responsible to provide Purchaser with an abstract of title, title insurance or an instrument survey map. In the event that the Purchaser can show that the title to be conveyed would not be insurable, subject to standard exceptions, the sale will be canceled and the Deposit returned to the Purchaser. In the event title to be conveyed is not insurable the obligation of the County shall be limited to the return of the Deposit. In no event shall the County be liable for any damages, claims, remedies, sums of money or other relief, other than to return said Deposit.
11. The street address is provided for information only. The parcel to be sold consists of that

property corresponding with the referenced tax account number as shown on the official tax maps. Reference to such tax map should be made for a description of the parcel being sold. The referee's deed to be delivered shall describe the parcel by reference to said tax account number.

12. **ACKNOWLEDGEMENT:** All bidders, including Purchaser, acknowledge that both the Terms of Sale and Notice of Sale have been presented before commencement of this Tax Foreclosure Sale, and each bidder is bound thereby.
13. **NO REPRESENTATIONS:** The County of Monroe makes no representations or warranties, nor shall be bound by any representations, regarding the size, location, condition or improvements relating to the property. Any representations or warranties that the property is free from contamination by hazardous substances or is not in violation of any statutes, rules, codes or regulations relating to the presence of hazardous substances or the protection of the environment are hereby expressly disclaimed.
14. **RIGHT OF REMOVAL:** The County has the right to remove the property from sale either before or after the Public Auction.
15. **ANNOUNCEMENTS:** All announcements made at the sale including the General Instructions provided to bidders, are hereby incorporated herein by reference and are deemed to be included in these Terms of Sale and shall be binding upon the Purchaser.
16. **CONDITION OF PROPERTY -** The Buyer understands and agrees that the property is being sold **"as is"**. The County makes no warranties, expressed or implied, as to the physical, sub-soil or environmental conditions of said property. The Buyer agrees that the County shall bear no liability for any physical, sub-soil or environmental conditions nor shall said conditions be grounds for non-performance by the Buyer.
17. **ATTORNEY REPRESENTATION -** If the Buyer decides not to have an attorney represent him, he/she acknowledges that the County's attorney cannot render legal advice to Buyer, nor is he/she under a legal obligation to disclose matters which are a matter of record which the Buyer may ascertain himself.
18. **NO WAIVER -** In the event that the terms and conditions of this Agreement are not strictly enforced by the County, such non-enforcement shall not act as, or be deemed to act as, a waiver or modification of this Agreement, nor shall non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.
19. **SEVERABILITY -** If any provision of this Agreement is invalid, the remainder of the Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2009.

L.S.

L.S.

MONROE COUNTY

DATE: _____

BY: _____
Linda A. Pelusio
Referee

**STATE OF NEW YORK:
COUNTY OF MONROE:**

On this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **LINDA A. PELUSIO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity(ies), as County Executive of the County of Monroe and that by her signature(s) on the instrument, by virtue of the statutes of the State of New York.

Signature of Notary and Stamp

**STATE OF NEW YORK)
COUNTY OF MONROE) SS:**

On the _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public